

Exhibit 68

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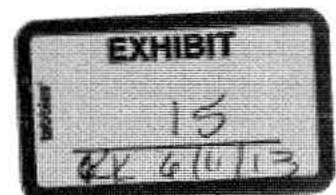
CLIFFORD CHANCE LLP

DATED 20 DECEMBER 2010

- (1) HQCB INVESTMENTS LIMITED
- (2) JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
- (3) CANARY WHARF HOLDINGS LIMITED
- (4) HERON QUAYS PROPERTIES LIMITED
- (5) CANARY WHARF MANAGEMENT LIMITED
- (6) CANARY WHARF INVESTMENTS LIMITED
- (7) CANARY WHARF LIMITED
- (8) HERON QUAYS (HQ2) T1 LIMITED AND HERON QUAYS (HQ2) T2 LIMITED
AND HQCB PROPERTIES (HQ2) LIMITED
- (9) CANARY WHARF CONTRACTORS LIMITED

AGREEMENT
RELATING TO
THE GRANT OF A LEASE OF 25 BANK STREET, CANARY
WHARF, LONDON E14 5LE

CONFIDENTIAL



CW0005282

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Annexures:

1. Building Condition Survey
2. Inventory
3. Replies to Enquiries - Additional Information
4. Agreed Form Defects Deed
5. Key Consultant and Material Trade Contractor Form of Warranty
6. List of O&M Manuals and other documents referred to in clause 7.14
7. Form of Ove Arup & Partners Limited letter
8. Form of Halcrow Yolles Limited letter
9. Form of Turnstone Construction Limited reliance letter regarding Cladding Report
10. Form of Berkeley Projects reliance letter regarding Kitchen Equipment Survey Report
11. Form of Bailey Teswaine Limited reliance letter regarding Cabling Report.

AN AGREEMENT made the 20th day of DECEMBER 2010

BETWEEN:-

- (1) **HQCB INVESTMENTS LIMITED** (company registration no: 04353135) whose registered office is at One Canada Square, Canary Wharf, London E14 5AB (the "Seller");
- (2) **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION** (a national banking organisation organised under the laws of the United States with Companies House no. FC004891 and branch number BR000746) with its main office located at 1111 Polaris Parkway, Columbus, Ohio 43240 and its branch office in the UK located at 125 London Wall, London EC2Y 5AJ (the "Buyer");
- (3) **CANARY WHARF HOLDINGS LIMITED** (company registration no: 02798284) whose registered office is at One Canada Square, Canary Wharf, London E14 5AB ("CWHL");
- (4) **HERON QUAYS PROPERTIES LIMITED** (company registration no: 02276627) whose registered office is at One Canada Square, Canary Wharf, London E14 5AB ("HQPL");
- (5) **CANARY WHARF MANAGEMENT LIMITED** (company registration no: 2067510) whose registered office is at One Canada Square, Canary Wharf, London E14 5AB ("CWML");
- (6) **CANARY WHARF INVESTMENTS LIMITED** (company registration no: 02127410) whose registered office is at One Canada Square, Canary Wharf, London E14 5AB ("CWIL");
- (7) **CANARY WHARF LIMITED** (company registration no: 01971312) whose registered office is at One Canada Square, Canary Wharf, London E14 5AB ("CWL");
- (8) **HERON QUAYS (HQ2) T1 LIMITED** (company registration no: 04290562) and **HERON QUAYS (HQ2) T2 LIMITED** (company registration no: 04290529) each of whose registered office is at One Canada Square, Canary Wharf, London E14 5AB and **HQCB PROPERTIES (HQ2) LIMITED** (company registration no: 04290530) whose registered office is at One Canada Square, London E14 5AB (the "Existing Lease Owners"); and
- (9) **CANARY WHARF CONTRACTORS LIMITED** (company registration no: 02352250) whose registered office is at One Canada Square, London E14 5AB ("CWCL").

IT IS AGREED as follows:-

1. DEFINITIONS

In this Agreement the following expressions shall have the following meanings:-

"Kitchen Equipment Survey Report" means the kitchen equipment survey report prepared by Berkeley Projects UK Limited of 17 Ewell Road, Cheam, Surrey SM3 8DD;

"Lease" means the form of lease to be granted by the Seller to the Buyer in accordance with the terms of this Agreement in the form annexed to this Agreement at **Schedule 1**;

"Lease Price" means four hundred and ninety four million, seven hundred and fifty thousand pounds (£494,750,000) (inclusive of VAT);

"Lehman" means Lehman Brothers Limited (company registration no: 00846922) (in administration);

"Lehman Lease" means the lease of the Building dated 16 March 2005 between (1) Heron Quays (HQ2) T1 Limited and Heron Quays (HQ2) T2 Limited, (2) CWML, (3) CWHL, (4) Lehman and (5) Lehman Brothers Holdings Inc registered at Land Registry under title number EGL492964, including all deeds and documents supplemental to it or entered into pursuant to its terms;

"LBHI" means Lehman Brothers Holdings Inc;

"Liability" means all losses damage claims actions proceedings costs fees expenses and other liability of any nature made against or incurred by the relevant party;

"LRR" means the Land Registration Rules 2003;

"Major Base Building System" means air conditioning, mechanical, electrical, heating, sanitary, plumbing, life safety and vertical transportation systems;

"Material Trade Contract" means a Material Trade Contract for Base Building Works or a Material Trade Contract for Fitting Out Works (as the case may be) and reference to **"Material Trade Contracts"** shall be construed accordingly;

"Material Trade Contract for Base Building Works" means the trade contracts entered into between CWCL, HQPL and each Material Trade Contractor which are listed in Schedule 14 copies of which have been made available to the Buyer prior to the date of this Agreement pursuant to clause 15.1;

"Material Trade Contract for Fitting Out Works" means the trade contracts entered into between HQPL and/or CWCL (as the case may be) and each Material Trade Contractor which are listed in Schedule 15 copies of which have been made available to the Buyer prior to the date of this Agreement pursuant to clause 15.1;

"Material Trade Contractor" means any or all of the trade contractors who have entered into a Material Trade Contract and/or taken a novation of a Material Trade Contract and who are listed in the Parties column in Schedule 15 and Schedule 16;